

**REMARKS/ARGUMENTS**

Applicants respectfully request reconsideration and withdrawal of the rejections of the instant application in view of the above amendments and following remarks, which place the application into condition for allowance.

**I. STATUS OF THE CLAIMS AND FORMAL MATTERS**

Claims 1- 36 are pending in this application and are rejected in the Office Action mailed on June 17, 2008. By this Amendment, claims 1-3, 7, 10, 15, 27, and 28 are amended.

Applicants submit that no new subject matter has been introduced.

**II. REJECTIONS UNDER 35 U.S.C. § 112**

On page 3 of the Office Action, claims 1-36 are rejected under 35 U.S.C. § 112, first paragraph, for allegedly failing to comply with the written description requirement. In particular, it is asserted that the claims contain subject matter which was not described in the Specification in such a way as to reasonably convey to one skilled in the art that the inventors had possession of the claimed invention at the time the application was filed.

As indicated in the above listing of claims, pending claims 1-3, 7, 10, 15, 27, and 28 are presently amended, thereby making moot the § 112 rejections. Accordingly, Applicants respectfully request reconsideration and withdrawal of the rejections based upon § 112, first paragraph.

### III. REJECTIONS UNDER 35 U.S.C. § 102(e) and 35 U.S.C. § 103(a)

On page 4 of the outstanding Office Action, claims 1-17, 20-22 and 36 are rejected under 35 U.S.C. § 102(e) as allegedly being anticipated by U.S. Patent No. 6,416,500 to Wada *et al.* (“Wada”). Claims 18, 19 and 34 are rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Wada in view of U.S. Patent No. 5,415,643 to Kolb (“Kolb”). Claims 23-35 are rejected under § 103(a) as allegedly being unpatentable over Wada in view of U.S. Patent No. 5,649,913 to Cohen (“Cohen”). The rejections are respectfully traversed for at least the following reasons.

Claim 1 recites:

An absorptive product, which comprises an absorptive body that can absorb and retain a liquid and a trap portion to temporarily trap the liquid that is to be absorbed by this absorptive body wherein said trap portion is defined by at least a member selected from the group consisting of a backup sheet and a trap sheet; and  
wherein said trap portion is always kept as said trap portion itself.

(Emphasis added). Accordingly, the presently claimed trap portion is defined by at least one of a backup sheet and a trap sheet, and the trap portion is always kept as a trap portion itself, that is, the trap portion is always maintained as a trap portion within the absorptive product regardless of the wearing state of the absorptive product.

Page 4 of the Office Action asserts that Wada discloses an absorptive product comprising a liquid impermeable trap portion, identified as reference 1. Applicants disagree for at least the following reasons.

Applicants respectfully submit that the Wada reference is misinterpreted in the Office Action. Wada is directed to a urine retention bag. *Wada*, column 3, line 15. Reference 1 in Wada is defined to be a urine retention bag (*Wada*, column 3, line 20). Therefore, if the

assertion in the Office Action is correct, the entire absorptive product of Wada is the bag 1 and therefore cannot disclose **an absorptive product[] which comprises...a trap portion** as required by claim 1.

Pages 4-5 of the Office Action also recites, “The absorptive body 3b...as shown in figure 1...is held within a pocket S within the trap portion, as shown in figure 3.” The Office Action recognizes that space S in Wada is the pocket which holds the absorptive body. The pocket S, as shown in Fig. 3, is defined by wall sections f2, f3, and f4. However, regardless of whether the urine retention bag 1 is considered to be the trap portion, or if the space S within the urine retention bag 1 is considered to be the trap portion, neither structure in Wada disclose a **trap portion...defined by at least a member selected from the group consisting of a backup sheet and a trap sheet** as required by claim 1.

Wada recites, “The bag 1 comprises a flexible and liquid-impervious base sheet 2...and a flexible body fluid absorbent panel 3 which is attached to the inner surface of the base sheet 2 and consists of cover sheets 3a, 3a and a core 3b.” *Wada*, column 3, lines 24-28. As recited above, and illustrated in at least Fig. 1, the bag 1 is therefore defined by at least the base sheet and an absorbent panel. Accordingly, the urine retention bag 1, identified as the claimed trap portion, is not **defined by at least a member selected from the group consisting of a backup sheet and a trap sheet** as required by claim 1.

Regarding the space S, Wada recites, “Within the bag 1, the front wall section f2 is spaced from the pair of side wall sections f3, f4 to define space S.” *Wada*, column 3, line 49-51. Accordingly, it is the wall sections f2, f3, and f4 define the space. As can be seen in at least Fig. 3, each wall section includes the absorbent panel 3 and a portion of base sheet 2. “The panel 3 comprises the semi-rigid and liquid absorbent core 3b covered with and joined to the flexible and

liquid-pervious cover sheets 3a, 3a. The cover sheets 3a, 3a are intermittently joined to base sheet 2 by means of an adhesive 17." *Wada*, column 4, lines 50-54. Accordingly, the space S is defined by walls f2, f3, and f4, the walls comprising absorbent panel 3 joined to the base sheet. Consequently, the space S cannot be **defined by at least a member selected from the group consisting of a backup sheet and a trap sheet** as required by claim 1.

In rejecting claims 23-35, the Office Action asserts Wada discloses the claimed invention with the exception of underpants to which the absorptive product is attached, relying upon Cohen to allegedly disclose the use of underpants to hold an absorptive product. Applicants respectfully disagree.

The deficiencies in Wada are amply discussed above.

Regarding claims 23 and 24, nothing in the reference cures the deficiencies discussed in Wada, above. Regardless of the disclosure in the reference of underpants to hold an absorptive product, nothing in Cohen discloses or renders predictable the absorptive product claimed in claims 23 and 24.

Claim 27 recites:

Underpants, having an absorptive body holding section and a flexible and liquid-impermeable trap portion, wherein said absorptive body holding section detachably holds the absorptive body that absorbs and retains a liquid; and wherein said flexible and liquid-impermeable trap portion temporarily traps the liquid that is to be absorbed by this absorptive body.

Claim 28 recites:

Underpants, having an absorptive body holding section and a flexible and liquid-impermeable trap portion, wherein said absorptive body absorbs and retains a liquid, and wherein said absorptive body holding section detachably holds said absorptive body, and wherein said flexible and liquid-impermeable trap portion temporarily traps the liquid that is to be absorbed by this absorptive body.

Accordingly, the claimed underpants have “an absorptive body holding section to detachable hold the absorptive that can absorb and retain a liquid,” and “a flexible and liquid-impermeable trap portion to temporarily trap the liquid to be absorbed by this absorptive body.” In both independent claims, only the claimed absorptive body is detachably held to the underpants.

As presently understood by Applicants, Cohen discloses men’s boxer shorts to direct and store urine in a pocket. Cohen discloses a pocket constructed of waterproof materials configured to store urine without wetting the man’s body. *Cohen*, column 2, lines 6-10. If there is a detachable portion in Cohen, the portion includes a set comprising an absorptive body and a trap portion. Cohen therefore does not disclose an **absorptive body holding section detachably holds the absorptive body** as required by claims 27 and 28. Accordingly, it is respectfully submitted that Cohen does not correct the deficiencies in Wada. Consequently, reconsideration and withdrawal of the § 103(a) rejections based on Wada in view of Cohen are respectfully requested.

As amended, claim 1 patentably distinguishes over those references that disclose structures which form a trap portion only when the absorbent article is worn. Previous Office Actions cited references that disclosed structures which form a compartment when worn by providing some contact between the article and the wearer. This is notably different from the claimed article which, at least, the **trap portion is always kept as said trap portion itself** as recited in claim 1, with no requirement for the article to be worn.

As presently claimed, **the trap portion...is defined by at least a member selected from the group consisting of a backup sheet and a trap sheet... and wherein said trap portion is always kept as said trap portion itself.** Thus, the claimed trap portion is defined by a backup sheet and/or a trap sheet, without any additional structure or component to define the trap

portion, including portions of the wearer's body. Further, a trap portion that requires another structure or component in order to be defined is not a trap portion that **is always kept as said trap portion itself** as claimed.

For at least the foregoing reasons, it is believed that presently amended independent claims 1, 27, and 28, and previously presented independent claims 20, 21, 23, 24, patentably distinguish over the relied upon portions of Wada and Cohen, either alone or in combination, and are therefore allowable. Further, claims 2-19 and 36, which depend from claim 1, claim 22 which depends from claim 21, claims 25 and 26 which depends from claim 23, claims 29-35, which depend from claim 27, and claim 35, which depends from claim 28, are allowable as well.

Additionally, for at least the foregoing reasons, it is believed the claimed absorbent product patentably distinguishes over the relied upon portions of references cited in prior Office Actions.

Statements appearing above with respect to the disclosures in the cited references represent the present opinions of the Applicants' undersigned attorney and, in the event that the Examiner disagrees with any such opinions, it is respectfully requested that he Examiner specifically indicate those portions of the respective reference providing the basis for a contrary view.

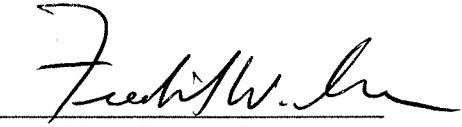
**CONCLUSION**

In view of the foregoing, it is believed that all of the claims in this application are patentable over the prior art. Accordingly, Applicant's attorneys respectfully request an early favorable consideration thereof.

The Commissioner is authorized to charge any additional fees that may be required to Deposit Account No. 50-0320.

Respectfully submitted,  
FROMMER LAWRENCE & HAUG LLP

By:

  
Ronald R. Santucci  
Reg. No. 28,988

Frederick W. Dour  
Reg. No. 39,174

Telephone: (212) 588-0800  
Facsimile: (212) 588-0500